

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

MICROSOFT CORPORATION, a  
Washington corporation,

Plaintiff,

v.

A&S ELECTRONICS, INC., a California  
corporation, d/b/a TRUSTPRICE.COM;  
ALAN Z. LIN, an individual; and THOMAS  
A. HINNEBERG, an individual, d/b/a PFMG,

Defendants.

NO. CV 08-02321 CW (EDL)

**PERMANENT INJUNCTION  
AGAINST DEFENDANT THOMAS  
A. HINNEBERG**

The Court having considered the Stipulation for Permanent Injunction Against Defendant Thomas A. Hinneberg filed by Plaintiff Microsoft Corporation (“Microsoft”) and Defendant Thomas A. Hinneberg (“defendant Hinneberg”), and having reviewed the files and records herein, the Court hereby enters the following:

**PERMANENT INJUNCTION**

1. Defendant Hinneberg, his agents, servants, employees, representatives, successors, and assigns, and all those persons acting at his direction or control, shall be and hereby is

PERMANENTLY ENJOINED and RESTRAINED from:

(a) imitating, copying, or making any other infringing use or importation to the United States or elsewhere, or infringing distribution of the software and/or materials now or hereafter protected by the following copyright Certificates Registration Nos.:

[PROPOSED] PERMANENT INJUNCTION  
AGAINST DEFENDANT THOMAS A. HINNEBERG  
NO. CV 08-02321 CW (EDL) – Page 1

- (1) TX 6-504-552 (“Office 2007”);
  - (2) TX 6-524-395 (“Access 2007”);
  - (3) TX 6-624-817 (“Accounting Professional 2007”);
  - (4) TX 6-524-399 (“Excel 2007”);
  - (5) TX 6-524-393 (“Outlook 2007”);
  - (6) TX 6-524-389 (“PowerPoint 2007”);
  - (7) TX 6-524-388 (“Publisher 2007”);
  - (8) TX 6-524-398 (“Word 2007”); and
  - (9) Other items or works protected by Microsoft copyrights;
- (b) importing (to the United States), offering to the public, providing and trafficking in counterfeit and/or unauthorized Product Keys, knowing or having reason to know that such Product Keys (a) are primarily designed or produced for the purpose of circumventing technological measures that effectively control access to copyrighted Microsoft software, (b) have only limited commercially significant purpose or use other than to circumvent technological measures that effectively control access to copyrighted Microsoft software, or (c) are marketed by defendant Hinneberg and persons acting in concert with defendant Hinneberg for use in circumventing technological measures that effectively control access to copyrighted Microsoft software;
- (c) applying to become a Microsoft Authorized Education Reseller (“AER”);
- (d) acquiring for distribution, offering for distribution, or distributing any Microsoft Academic software or Student Media software;
- (e) engaging in any other activity constituting an infringement of any of Microsoft’s copyrights; and
- (f) assisting, aiding, or abetting any other person or business entity in engaging in or performing any of the activities referred to in subparagraphs (a)-(e) above.

2. The Court shall retain jurisdiction to entertain such further proceedings and to enter such further orders as may be necessary or appropriate to implement and/or enforce the provisions of this Permanent Injunction. Defendant Hinneberg specifically consents to personal jurisdiction and venue in the United States District Court for the Northern District of California.

3. Upon proof of any violations by defendant Hinneberg of the provisions of this Permanent Injunction, the Court shall be authorized to award damages and other relief therefore, including any damages that Microsoft had previously released pursuant to the terms of the Settlement Agreement and Release between Microsoft and defendant Hinneberg.

IT IS SO ORDERED.

7/21

DATED: \_\_\_\_\_, 2009.



Hon. Claudia Wilken  
United States District Court Judge

Presented by:

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28 [PROPOSED] PERMANENT INJUNCTION  
AGAINST DEFENDANT THOMAS A. HINNEBERG  
NO. CV 08-02321 CW (EDL) – Page 4